

**Activity and Participation Agreement (the “Agreement”)**

NAME \_\_\_\_\_

[Version VR20210202]

ADDRESS \_\_\_\_\_

STATE \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

EMERGENCY CONTACT (Name, Phone Number): \_\_\_\_\_

DESCRIPTION OF ACTIVITY (the “Activity”) \_\_\_\_\_

This Activity Participation Agreement (the “Agreement”) is entered into as of the last signature date below, by and between Utah Valley University, a body politic and corporate of the State of Utah (“UVU”), and Participant.

**Age.** Participant acknowledges that Participant may not enter into this Agreement and may not participate in the Activity if Participant is under the age of thirteen.

**Participant acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, waiver, release, covenant not to sue, and indemnification obligations.** In consideration for UVU permitting Participant to engage in the Activity, Participant, and for its respective heirs, personal representatives, and assigns, agrees as set forth below.

**The Activity**

Participant represents that Participant is qualified, in good health, and in proper physical condition to participate in the Activity. Participant acknowledges and understands that the Activity may include but is not limited to the following: virtual reality and related activities which may include a number of experiences, including but not limited to experiences that are frightening, thrilling and/or entertaining (“Included Activities”); physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); travel to and from the Activity; and consumption of food and/or beverage. Participant acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the Activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, illness, personal injury, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.

Participant understands that virtual reality experiences like the Included Activities are highly immersive and can feel extremely realistic at times. Participant affirms that Participant’s participation is fully voluntary and Participant does not have any known physical, mental or health-related reasons or problems that should preclude or restrict Participant’s participation in the Included Activities. Participant is aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality. Those with epilepsy may be adversely affected by virtual reality experiences.

**Assumption of Risk, Waiver, and Release**

Participant knowingly and voluntarily, assumes and accepts the risks described above, and all associated risks and dangers that could arise out of, or occur during, Participant’s engagement in the Activity, and takes full responsibility for these and any other consequences that may arise from my participation in the Activity.

In consideration of being permitted to participate in the Activity, Participant, on behalf of Participant, as well as Participant's estate, family, successors, heirs, executors, representatives, administrators, and/or assigns (the "Participant Parties") knowingly and voluntarily, assumes and accepts the risks described above, and all associated risks and dangers that could arise out of, or occur during, Participant's participation in the Activity, and takes full responsibility for these and any other consequences that may arise from Participant's participation in the Activity.

Participant, on behalf of Participant and all other Participant Parties, hereby releases and forever fully discharges UVU, including its trustees, officers, contractors, licensors, agents, and employees, and the successors and assigns of the foregoing (the "UVU Parties") from any and all claims or causes of action that may be brought by Participant or any other of the Participant Parties, including all liability for damage to personal property, personal injury (including death) or loss arising out of or related to Participant's participation in the Activity to the fullest extent permitted by law.

Participant acknowledges that Participant or other Participant Parties may subsequently learn of claims, risks or facts of which Participant Parties are not currently aware. It remains Participant's intention, on behalf of Participant and all other Participant Parties, to grant the UVU Parties a full and final release of all claims, whether known or unknown. I am aware of Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Being aware of this code section, Participant expressly waives any rights that Participant or Participant Parties may have based upon it, as well as under any other statutes or common law principles of similar effect.

#### **Covenant Not to Sue**

Participant agrees that it will not commence or assert any legal action, lawsuit, legal claim, or other action against UVU or any other of the UVU Parties, whether or not released or waived under this Agreement.

#### **Indemnification**

Participant agrees to indemnify and hold UVU and all other UVU Parties harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of Participant's involvement in the Activity and to reimburse UVU for any such expenses incurred.

#### **Severability/Governing Law**

Participant agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Utah and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

## Health Insurance and Consent to Medical Treatment

Should Participant require emergency medical treatment as a result of accident or illness arising during the Activity, Participant consents to such treatment. Participant acknowledges that UVU will not provide health and accident insurance for Participant, and Participant agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

## Likeness Release

Participant authorizes UVU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("Recordings"). Participant grants UVU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. Participant agrees that the Recordings may be used by UVU, including its assigns and transferees, for any purpose including but not limited to marketing, advertising, publicity, or other promotional purposes. Participant agrees that UVU will have final editorial authority over the use of the Recordings, and Participant waives any right to inspect or approve of any future use of the Recordings. Participant acknowledges that Participant is not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. Participant releases and fully discharges UVU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to Participant's inclusion in the Recordings or UVU's future use of the Recordings.

## Bacterial and Viral Diseases

Participant understands and acknowledges the highly contagious nature of bacterial and viral diseases including, but not limited to the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that Participant may be exposed to or contract the Disease, or other infectious diseases, by participating in the Activity. Participant understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Participant understands and acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including University employees. Participant understands and acknowledges that while the University has implemented preventative measures to reduce the spread of the Disease, the University cannot guarantee that Participant will not become infected with the Disease, or other infectious diseases, while participating in the Activity and that participating in the Activity may increase Participant's risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. PARTICIPANT AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM PARTICIPATING IN THE ACTIVITY OR ENGAGING IN ANY SIMILAR ACTIVITY AT THE UNIVERSITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE."

## Acknowledgment

Participant represents that Participant is at least thirteen years of age. Participant understands the legal consequences of signing this document, including (a) releasing UVU and all other UVU Parties from all liability on Participant's and Participant Parties' behalf, (b) promising not to sue, (c) and assuming all risks of participation in this Activity, including travel to, from, and during the Activity. Participant understands that Participant is responsible for the obligations and acts of Participant as described in this document. Participant agrees to be bound by the terms of this document. Participant has read this four-page document, and Participant is signing it freely and voluntarily.

Signature \_\_\_\_\_ Date \_\_\_\_\_

I represent and warrant that I am the parent or legal guardian of the minor named above, that Participant is at least thirteen years of age but under the age of eighteen, and that I have the legal right, power, and authority to consent to this Agreement on behalf of the minor and myself; I hereby consent to and approve in all respects the terms and conditions of this Agreement and the minor's execution of this Agreement. Parent or legal guardian has read this four-page document, and is signing it freely and voluntarily.

Signature of Parent or Guardian (if Participant is under age 18) \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

ADDRESS \_\_\_\_\_ STATE \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_